

COOPERATION AGREEMENT**FOR****BLOCK L-4 PROJECT OF THE SEAPORT SQUARE PROJECT**

This **COOPERATION AGREEMENT** (this “Agreement”) is made as of the 9th day of November, 2018 between the **BOSTON REDEVELOPMENT AUTHORITY**, a public body politic and corporate created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, acting in its capacity as the planning board for the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended, d/b/a Boston Planning & Development Agency, and having a principal place of business at One City Hall Square, Boston, Massachusetts 02201-1007 (hereinafter the “BPDA”) and **SEAPORT L-4 TITLE HOLDER LLC**, a Delaware limited liability company, with an address c/o WS Asset Management, Inc., 33 Boylston Street, Suite 3000, Chestnut Hill, MA 02467 and its successors, assigns and legal representatives (hereinafter, the “Applicant”). The BPDA and the Applicant, collectively, are sometimes referred to herein as the “Parties.”

RECITALS

WHEREAS, the Applicant wishes to undertake the construction of a mixed-use building with an underground parking garage on an approximately 71,004 square foot site (including approximately 41,492 square feet of area at grade, and approximately 29,512 square feet of additional subsurface area) known as Block L-4 of the Seaport Square Project (defined below), bounded by East Service Road, Autumn Lane and the public open space known as Harbor Way (to be constructed) in the South Boston Waterfront District of the South Boston neighborhood of

Boston, Massachusetts, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Project Site"); and

WHEREAS, the project as proposed by the Applicant will consist of the construction of a 17-story building, containing approximately 81,000 square feet of Gross Floor Area of retail and approximately 444,000 square feet of Gross Floor Area of office space, as well as approximately 400 parking spaces in a subsurface garage (the "Block L-4 Project"); and

WHEREAS, the Block L-4 Project is a discrete part of a multi-phase, mixed-use development to contain residential, commercial, office, cultural and other uses, known as the Seaport Square Project (the "Seaport Square Project"), for which the proponent is Seaport Square Development Company LLC ("SSDC") and its affiliates (collectively, the "Proponent"); and

WHEREAS, in accordance with the Large Project Review requirements of Article 80 of the Boston Zoning Code (the "Code") and the requirements of the Massachusetts Environmental Policy Act ("MEPA"), a joint Project Notification Form (the "PNF") and Environmental Notification Form (the "ENF") for the Seaport Square Project was submitted by the Proponent's predecessor-in-interest MS Boston Seaport, L.L.C. (the "Original Proponent") to the BPDA and the MEPA Office on June 2, 2008. The ENF requested a waiver of further MEPA review of Blocks A, H and J within the Seaport Square Project. Notice of the BPDA's receipt of the PNF was published on June 2, 2008 in the Boston Herald. The BPDA issued a Scoping Determination dated November 19, 2008, as well as a Scoping Determination Waiving Further Review for Block A of Seaport Square dated December 1, 2008. On November 30, 2009, the Original Proponent submitted a combined Draft Environmental Impact Report/Draft Project

Impact Report for the Seaport Square Project (the “DPIR”). Notice of the BPDA’s receipt of the DPIR was published on November 30, 2009 in the Boston Herald; and

WHEREAS, on April 14, 2010, the BPDA issued a Request for Additional Materials, and the Original Proponent filed Additional Materials with the BPDA on June 4, 2010; and

WHEREAS, on September 21, 2010, the BPDA voted, pursuant to Section 80B-5.4(c)(iv) of the Code, to authorize the issuance of a Preliminary Adequacy Determination waiving the requirement for the filing and review of a Final Project Impact Report and approving the DPIR for the Seaport Square Project (the “PAD”), and the BPDA issued such PAD on November 19, 2010; and

WHEREAS, on April 23, 2010, the Original Proponent filed a Development Plan for the proposed Seaport Square Planned Development Area pursuant to Section 80C-5(2) of the Code, and on September 21, 2010 the BPDA approved the Development Plan for PDA No. 78, Seaport Square (the “Original PDA Plan”), and authorized the Director to petition the Boston Zoning Commission for approval of the Original PDA Plan; and

WHEREAS, the Boston Zoning Commission voted at a duly noticed public hearing to approve the Original PDA Plan on October 13, 2010, as well as a First Amendment to the Original PDA Plan on December 12, 2012, a Second Amendment on January 8, 2014, a Third Amendment on September 3, 2014, a Fourth Amendment on May 20, 2015, a Fifth Amendment on February 23, 2016, and a Sixth Amendment on May 18, 2016; and

WHEREAS, the Original Proponent constructed a number of public realm improvements, and conveyed Blocks A, B, C, H, J, K, L-1, L-2, M-1, and M-2 to third party developers for the

development of such Blocks, and such Blocks have been completed or are currently under construction; and

WHEREAS, SSDC and its affiliates acquired the undeveloped Blocks, Blocks D, F, G, L3-L6, N, and P (the “NPC Blocks”), as well as certain open space parcels within the Seaport Square Project from the Original Proponent in October 2015; and

WHEREAS, the Proponent filed a Notice of Project Change (the “NPC”) with the BPDA on February 7, 2017 proposing changes to the development program for the NPC Blocks and to certain public realm improvements associated with the Seaport Square Project (the “NPC Project”), which initiated a public comment period ending on March 27, 2017, and on June 23, 2017, the BPDA issued a Revised Scoping Determination on the NPC; and

WHEREAS, on September 12, 2017, the Proponent filed a Supplemental Impact Report (the “SIR”) with the BPDA, which initiated a public comment period ending on October 27, 2017, and on September 15, 2017, the Proponent filed an Amended and Restated Planned Development Area Plan for Planned Development Area No. 78 (the “PDA Plan”), which initiated a public comment period ending on October 30, 2017; and

WHEREAS, following the submission of the NPC, the BPDA convened meetings of the Impact Advisory Group constituted for the NPC Project on March 13, 2017, September 20, 2017, and November 8, 2017, and community meetings were held on February 2, 2017, February 16, 2017, February 27, 2017, September 27, 2017, and October 4, 2017; and

WHEREAS, on November 7, 2017, the Boston Civic Design Commission voted to approve the NPC Project; and

WHEREAS, on November 16, 2017, the BPDA voted, pursuant to Section 80A-6.2 of the Code, to authorize the issuance of a Determination Waiving Further Review of the NPC and approval of the NPC Project as a Development Impact Project, and the BPDA issued such determination on _____, 2018 (the "NPC Determination"); and

WHEREAS, in connection with the Applicant's construction of the Block L-4 Project, the Applicant and the BPDA have entered into this Agreement for the purposes of: (1) setting forth the mitigation measures and other public benefits which the Applicant has agreed to provide in connection with the construction and occupancy of the Block L-4 Project; and (2) ensuring compliance of the Block L-4 Project with the development review provisions of Article 80 of the Code.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the BPDA and the Applicant agree as follows:

A. ZONING APPROVAL, PLANNING AND DESIGN CONSISTENCY, AND DEVELOPMENT REVIEW

1. The Applicant and the BPDA hereby acknowledge that the BPDA issued the PAD on November 19, 2010, and that such PAD, as affected by the NPC Determination, serves as the Final Adequacy Determination for the Block L-4 Project for all purposes under Article 80 of the Code. The Applicant shall proceed with planning and design for the Block L-4 Project in a manner that is consistent with the development concept and land uses contemplated in the NPC, as supplemented by the SIR, as approved by the BPDA.

2. The design review process to be observed by the Parties for the Block L-4 Project shall be as set forth in the BPDA's "Development Review Guidelines, dated 2006" which can be found on the BPDA's website (the "Development Review Guidelines"), and Article 80 of the Code. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Guidelines.

3. Following approval of the design of the Block L-4 Project by the BPDA, the Applicant shall not make any material modifications to the design of the exterior of the Block L-4 Project nor to any interior lobbies which are visible from the exterior of the Block L-4 Project until such modifications have been approved by the BPDA. Such changes shall be processed in the manner provided in the following section.

4. Throughout the construction of the Block L-4 Project, it is the Applicant's responsibility to notify the BPDA of proposed changes to all exterior elements of the Block L-4 Project, open spaces, landscaping and any interior lobbies that are visible from the exterior of the Block L-4 Project, and where the same constitute changes from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions) ("Material Changes"), the Applicant shall obtain approval from the BPDA prior to incorporating such changes into the final drawings and specifications for the Block L-4 Project. Notwithstanding the foregoing, the BPDA acknowledges and agrees that the landscaping and furnishing (as long as such furniture is movable) of any terraces of the Block L-4 Project shall not be subject to the foregoing requirement. The BPDA shall perform its review and approval and other functions pursuant to the provisions of this Section A.4 with reasonable dispatch, and shall approve or disapprove any such proposed Material Changes in writing within thirty (30) days of submission to the BPDA. If the BPDA disapproves any such Material Changes, its

disapproval shall include a detailed written explanation therefor. If the Applicant receives no notification from the BPDA of disapproval within thirty (30) days after the submission of any such proposed material deviation to the BPDA, such material deviation shall be deemed approved; provided, however, that any written request for approval of a material deviation shall be in conformance with the provisions of Section D.5 of this Agreement.

5. The Applicant agrees to use a construction wrap for the Block L-4 Project that is designed and approved by BPDA design staff. The Applicant shall be responsible for all costs associated with the construction wrap.

B. MITIGATION COMMITMENTS

1. Transportation. Prior to the issuance of the initial building permit for the Block L-4 Project, the Applicant shall enter into a Transportation Access Plan Agreement for the Block L-4 Project (the "TAPA") with the City of Boston Transportation Department ("BTD") reasonably satisfactory in form and substance to BTD and the Applicant. The TAPA shall address monitoring mechanisms and mitigation measures to address any negative transportation impacts which may be created by the construction or operation of the Block L-4 Project. For the purposes of this Agreement, a "building permit" shall not be deemed to include any permit for excavation and/or foundation work. Upon the execution of the TAPA, the Applicant shall submit to the BPDA a true, complete and correct copy of such TAPA.

2. Construction Impacts. Prior to the issuance of the initial building permit for the Block L-4 Project, the Applicant shall submit to BTD a Construction Management Plan ("CMP") for such project in accordance with the City of Boston's Construction Management Program. The CMP shall identify construction parking and traffic impacts and specific mitigation measures to

be implemented during the construction of the Block L-4 Project. Such measures may include limitations on the hours of construction and designated construction traffic routes. Prior to commencing any excavation work at the Project Site, the Applicant shall supply BTM with such construction logistics plans relating thereto as BTM may request. Upon the execution of the CMP, the Applicant shall submit to the BPDA a true, complete and correct copy of such CMP.

3. Construction Employment. Prior to the issuance of a building permit for any portion of the Project, the Applicant shall execute and deliver to the BPDA a Boston Residents Construction Employment Plan (the "Employment Plan"), in a form acceptable to the BPDA, consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985, and as further amended by the Ordinance Amending the Boston Residents Jobs Policy and Boston Employment Commission adopted by the Boston City Council and signed by Mayor Martin J. Walsh on January 25, 2017. The Employment Plan will set forth the Proponent's plans to use best efforts (as may be demonstrated by achieving at least one of the standards set forth in said Employment Plan) to ensure that its general contractor, and those engaged by said general contractor for construction of the Project on a trade-by-trade basis, meet the following Boston Residents Jobs Policy Standards:

- (a) at least 51% of the total work hours of journey people and 51% of the total work hours of apprentices in each trade shall be by bona-fide Boston residents;
- (b) at least 40% of the total work hours of journey people and 40% of the total work hours of apprentices in each trade shall be by people of color; and
- (c) at least 12% of the total work hours of journey people and 12% of the total

work hours of apprentices in each trade shall be by women.

“Work hours,” as defined in the Employment Plan, shall include on-the-job training and apprenticeship positions.

3. Housing Payments. In satisfaction of the requirements of Section 80B-7 of the Code and pursuant to the Development Impact Project Agreement for the Seaport Square Project dated October 13, 2010 by and between the Original Proponent and the BPDA (as partially assigned to the Applicant with respect to the Project Site, the “Master DIP Agreement”) and the separate Development Impact Project Agreement that will be entered into by the Applicant for the Project Site dated on or about the date hereof (the “DIP Agreement”), the Applicant shall contribute approximately \$4,378,500 (525,000 s.f. x \$8.34/s.f.) of Housing Exaction funds (as defined in the DIP Agreement) in installments to the Neighborhood Housing Trust (the “Housing Grant”). Pursuant to the Master DIP Agreement, the Seaport Square Project received a single 100,000 square foot DIP Exemption (as defined in the Master DIP Agreement) that has been claimed by and allocated to other projects within the Seaport Square Project. Therefore, there is no remaining DIP Exemption to be allocated to the Block L-4 Project.

4. Jobs Grant. In satisfaction of the requirements of Section 80B-7 of the Code, the Applicant shall contribute approximately \$876,750 (525,000 s.f. x \$1.67/s.f.) (the “Jobs Grant”) to the Neighborhood Jobs Trust in accordance with the DIP Agreement.

5. Public Realm Improvements: The Block L-4 Project will provide or cause to be provided those public realm improvements allocated to Block L-4 as set forth in Exhibit C to the PDA Plan, as further described in this Section 5.

(a) Block L-4 Public Realm Improvements. The Applicant shall construct, or cause SSDC to construct, the public realm improvements described in paragraphs (a)(i) and (a)(ii) below. The final dimensions, design, and construction of each of the improvements described below shall be subject to the BPDA's development review as set forth in Section A.2, and the BPDA's and state and other city agencies' cooperation, final approvals and the issuance of permits where required. The improvements described below shall be constructed prior to the completion of the Block L-4 Project:

- i. Autumn Lane Sidewalk Improvements: Sidewalk improvements on the portions of Autumn Lane adjacent to the Block L-4 Project.
- ii. Harbor Way Pedestrian Path: The Harbor Way pedestrian path adjacent to the Block L-4 Project.

(b) Block L-4 State Commitment Improvements. Reference is made to that certain Commitment for Commonwealth Funding dated April 25, 2018, by and between the Commonwealth of Massachusetts (acting through the Executive Office of Housing and Economic Development, the Massachusetts Department of Transportation "MassDOT"), and Amazon.com Services, Inc., and joined by SSDC and the Applicant (the "State Commitment"). Pursuant to the State Commitment, the Commonwealth has agreed to grant \$20,000,000 to fund the construction of certain infrastructure and public realm improvements associated with the Seaport Square Project. Certain of the improvements to be funded and constructed pursuant by the State Commitment are associated with the Block L-4 Project and described in paragraphs (i) and (ii) below (the "Block L-4 State Commitment Improvements").

The Applicant shall fully design and permit, or cause SSDC to fully design and permit, the Block L-4 State Commitment Improvements, and MassDOT or the City of

Boston will construct the Block L-4 State Commitment Improvements pursuant to the State Commitment. The final dimensions, design, and construction of each of the improvements described below shall be subject to the BPDA's development review as set forth in Section A.2, and to the cooperation and approval of BTM, the City of Boston Public Improvement Commission, and other city and state agencies and departments, as applicable.

- i. East Service Road Improvements/Mobility Micro HUB: The Applicant shall fully design and permit, or cause SSDC to fully design and permit, and MassDOT and/or the City of Boston will construct (i) sidewalk improvements along the portions of East Service Road adjacent to Block L-4, and (ii) a "Mobility MicroHUB" along East Service Road, which is an area within the public right of way that is reserved for car-share parking, ride-share or shuttle pick-up and drop-off, in order to improve traffic flow and safety within the Block L-4 Project.
- ii. Bicycle Improvements: The Applicant shall fully design and permit, or cause SSDC to fully design and permit, and MassDOT and/or the City of Boston shall construct, bicycle improvements on West Service Road from Congress Street to Melcher Street Extension, prior to the completion of construction of the Block L-4 Project (the "West Service Road Bicycle Improvements"). The West Service Road Improvements shall be an obligation of the Block L-4 Project only if the Block L-4 Project is the first of the NPC Blocks to commence construction. As described in Section B.8, in the event that the phasing of the Seaport Square Project changes, such that the West Service Road Bicycle Improvements become the obligation of another Block, the delivery of such benefits shall be included as the obligation of such Block in the Cooperation Agreement for such Block, the Applicant shall have no responsibility for such benefit, and the BPDA's issuance of the Certificate of Completion pursuant to Section C.6 below shall confirm that such improvements are not required in connection with the Block L-4 Project.

The Block L-4 State Commitment Improvements are expected to be constructed by MassDOT or the City of Boston prior to the completion of the Block L-4 Project, provided however, that the timing shall be subject to MassDOT's or the City of Boston's completion of construction. In the event that MassDOT or the City of Boston, as

applicable, has not commenced construction of the Block L-4 State Commitment Improvements at the time of completion of the Block L-4 Project, the Applicant shall commence, or cause SSDC to commence, the construction of the Block L-4 State Commitment Improvements. In such event, the Applicant or SSDC, as applicable, shall use commercially reasonable efforts thereafter to advance and complete the construction of the Block L-4 State Commitment Improvements. So long as MassDOT or the City of Boston is reasonably advancing construction of the Block L-4 State Commitment Improvements, or the Applicant or SSDC is using commercially reasonable efforts to advance the construction of the Block L-4 State Commitment Improvements, the BPDA shall issue a Certificate of Completion for the Project if all other conditions precedent to such issuance as set forth in Section C.6 of this Agreement have been met; provided, however, that such Certificate of Completion may describe the status of the Block L-4 State Commitment Improvements if such improvements are not yet complete and the Applicant shall have a continuing obligation to complete such improvements pursuant to this Agreement.

6. Block L-4 Building: The Applicant shall provide the following public benefits in connection with the construction and occupancy of the Block L-4 building:

- a. Green Building: The Block L-4 Project will be certifiable under the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") green building rating system or will pursue LEED certification under LEED-NC or LEED-CS. The Block L-4 Project will pursue LEED at a target rating level of Silver.
- b. Retail Incubator: The Applicant shall include and manage at least one (1) retail space within the retail component of the Block L-4 Project set aside for local small businesses and retail entrepreneurs with flexible terms.

7. Transportation Study Contribution: Prior to the issuance of the full building permit for the Block L-4 Project, the Applicant or SSDC shall pay \$400,000, as directed by the BPDA, to fund the Seaport Transit Strategic Plan. Such payment shall satisfy in full the obligation titled “Funding for Transportation Studies and Additional Improvements” described in Section XVI.e.iii of the PDA Plan.

8. Additional Public Benefits Required Based on Current Phasing: The PDA Plan requires that the Seaport Square Project provide certain additional public benefits in connection with the construction of certain Blocks or phases of the Seaport Square Project. Based on the construction schedule for the Block L-4 Project and the currently-planned phasing of other Blocks of the Seaport Square Project, the following public benefits are expected to be required in connection with the Project. In the event that the phasing of the Seaport Square Project changes, such that the public benefits described below become the responsibility of another Block of the Seaport Square Project based on the timing requirements set forth in the PDA (and described below), the delivery of such benefits shall be included as the obligation of such subsequent Block in the Cooperation Agreement for such Block, the Applicant shall have no responsibility for such benefit, and the BPDA’s issuance of the Certificate of Completion pursuant to Section C.6 below shall confirm that such requirements are not required in connection with the Block L-4 Project and were completed or delivered in connection with a different Block or phase of the Seaport Square Project.

- a. Northern Avenue Bridge Contribution: The Parties acknowledge that in the event that the Block L-4 Project is the first NPC Block to secure a full building permit, SSDC shall contribute a total of \$2,000,000 to support the planning, design, and/or reconstruction of the Northern Avenue Bridge, to be paid in two (2) equal installments, the first upon issuance of a full building permit for the Block L-4 Project and the

second upon issuance of the final certificate of occupancy for the Block L-4 Project.

- b. Non-Profit Grant Program: In the event that the Block L-4 Project is the first NPC Block to secure a full building permit, commencing at the time that the first building permit is issued for the Block L-4 Project the Applicant shall create and administer, or shall cause SSDC to create and administer, a grant program that will fund grants to be awarded to local not-for-profit organizations in the total amount of \$50,000 per year for ten (10) years with a maximum single annual award of \$25,000.
- c. Martin's Park Contribution: In the event that the construction of Martin's Park is completed prior to the issuance of a Certificate of Completion for the Block L-4 Project, the Applicant will contribute, or cause SSDC to contribute, \$1,000,000 toward the maintenance and operating costs of Martin's Park prior to the issuance of such Certificate of Completion.
- d. West Service Road Bicycle Improvements (defined above): In the event that the Block L-4 Project is the first of the NPC Blocks to complete construction, the Applicant shall complete the West Service Road Bicycle Improvements as set forth in and subject to Section B.5(b) above.

9. Additional Public Benefits Required for the Seaport Square Project. The PDA Plan provides that the following public realm improvements and public benefits are required to be delivered by the Seaport Square Project, but based on the construction schedule for the Block L-4 Project and the currently-planned phasing of other Blocks of the Seaport Square Project, such benefits are not expected to be required in connection with the Project. In the event that the construction phasing of the Seaport Square Project changes, such that the construction of the Block L-4 Project triggers the delivery of such public benefits pursuant to the PDA Plan, the Applicant will provide, or will cause SSDC to provide, such improvements or benefits in connection with the Block L-4 Project. In the event that the construction of the Project does not trigger the requirements set forth below, then the BPDA's issuance of the Certificate of Completion pursuant to Section C.6 below shall confirm that such requirements are not required

in connection with the Block L-4 Project. Such benefits are described further in the PDA Plan sections referenced below:

- i. Harbor Square park (PDA Plan Sec. XV(a)(ii)): To be completed upon the completion of the earliest of (a) Blocks L-4 and L-6 or (b) Blocks L-3 and L-5.
- ii. Harbor Way (PDA Plan Sec. XV(c)(iv)): To be completed upon the completion of the earliest of (a) Blocks L-4 and L-6 or (b) Blocks L-3 and L-5. Pursuant to Section B.5(a) of this Agreement above, the Applicant will construct or cause SSDC to construct the portion of Harbor Way adjacent to the Block L-4 Project. The remainder of Harbor Way will be completed upon the completion of the earliest of (x) Blocks L-4 and L-6 or (y) Blocks L-3 and L-5.
- iii. Operating Subsidy for Water Shuttle or Silver Line (PDA Plan Sec. XVI(e)(ii)). An annual operating subsidy to be paid to MassDOT in annual installments of \$250,000, or on an accelerated basis at MassDOT's election, beginning upon the completion of construction of the 6,335,000 square feet of Gross Floor Area approved in the Original PDA Plan and continuing for 10 years.

C. PROJECT COMPLETION

1. Development Period. As of the date hereof, the Applicant anticipates that the development of the Block L-4 Project will be completed within a period of three (3) years from the date hereof.

2. Certification of Consistency. Pursuant to and in accordance with Section 80C-8 of the Code, the BPDA shall issue to the Commissioner of the City of Boston Inspectional Services Department (“ISD”) a Certification of Consistency with the PDA Plan with respect to the Block L-4 Project when appropriate in accordance with Section 80C-8 of the Code.

3. Certification of Compliance. Pursuant to and in accordance with Section 80B-6 of the Code, the BPDA shall issue to the Commissioner of ISD a Certification of Compliance for

the Project with respect to the Block L-4 Project when appropriate in accordance with Section 80B-6 of the Code.

4. Abandonment of Block L-4 Project. If, in the future, the Applicant shall decide not to proceed with the whole or any portion of the Block L-4 Project, then in such case and after substantiation by the Applicant deemed reasonably adequate by the BPDA of the Applicant's reasons for not proceeding with the Block L-4 Project or any portion thereof, then the BPDA shall cooperate with the Applicant to modify, alter, or amend its previous approvals of the Block L-4 Project and this Agreement in order to allow the Applicant the opportunity to reasonably develop the Project Site.

5. BPDA Cooperation. The BPDA will informally advise the Applicant concerning, and will actively cooperate with and publicly support, the Applicant's efforts to obtain from the appropriate municipal, state and federal bodies and agencies, all such permits, licenses and approvals and exceptions, variances, special orders and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes which may be necessary in order to carry out the development of the Block L-4 Project and to fulfill the Applicant's obligations hereunder in the most expeditious and reasonable manner. The BPDA shall cooperate with the Applicant to obtain approvals for any reconfiguration of the Block L-4 Project, if any, required by other permit-granting agencies and authorities and approved by the BPDA, which approval shall not be unreasonably delayed, withheld, or conditioned.

6. Certificate of Completion. The Block L-4 Project shall be deemed completed when the construction of such project has been substantially completed in accordance with the applicable Contract Documents approved by the BPDA pursuant to the Development Review

Procedures and is ready for occupancy, except for (i) interior work to be performed to tenant specifications, (ii) items of work and adjustment of equipment and fixtures which can be completed after occupancy has occurred, and (iii) landscaping and other similar work which cannot then be completed because of climatic conditions or other reasons beyond the reasonable control of the Applicant.

The BPDA shall, within forty (40) days after receipt of the Applicant's written request therefor: (a) issue a Certificate of Completion for the Block L-4 Project as so requested, or (b) provide written notice to the Applicant that the BPDA has determined that construction of the Block L-4 Project has not been completed in accordance with the Contract Documents approved by the BPDA. Such Certificate of Completion shall be in suitable form for recording in the Registry of Deeds for Suffolk County, Commonwealth of Massachusetts. Such certificate shall be conclusive evidence that the construction of such project has been completed in accordance with the PAD, as affected by the NPC Determination, the SIR, the Contract Documents approved by the BPDA, the PDA Plan, and this Agreement.

If the BPDA has determined that construction of the Block L-4 Project has not been completed in accordance with the Contract Documents and that the requested Certificate of Completion cannot be issued, the BPDA shall, within such forty (40) day period, provide the Applicant with a written statement indicating with specificity (a) in what respect(s) the Applicant has failed to complete the Block L-4 Project in accordance with the Contract Documents approved by the BPDA or is otherwise in default of its construction obligations to the BPDA; and (b) what measures or actions will be necessary for the Applicant to undertake or perform in order to comply with the Contract Documents approved by the BPDA and obtain the requested Certificate of Completion. Upon compliance by the Applicant with the requirements specified in

such statement with respect to the Block L-4 Project, the BPDA shall issue a Certificate of Completion to the Applicant. Notwithstanding anything to the contrary set forth in this Agreement, the BPDA shall have no obligation to issue a Certificate of Completion if there is any outstanding material default under this Agreement and the BPDA has provided or provides notice thereof to the Applicant after valid receipt of the request for the Certificate of Completion.

D. GENERAL PROVISIONS

1. Binding Agreement. This Agreement is binding upon and enforceable against, and inures to the benefit of, the Parties hereto and their successors and assigns (including, without limitation, any successor owner or owners of the improvements on the Project Site, but excluding mortgagees of the Project Site or those claiming through mortgagees of the Project Site, unless said mortgagee obtains title to the Project Site and proceeds with development of the Block L-4 Project).

2. Transfer of Interest. The Applicant shall have the right to transfer or assign its rights and interests under this Agreement or in all or any portion of the Block L-4 Project or the Project Site to another party or parties, provided that:

- (a) at the time of such transfer or assignment, the Applicant is not then in default (beyond applicable notice and cure periods) of the terms and conditions of this Agreement imposed as of such date;
- (b) the successor or assignee shall expressly assume and agree to perform and comply with all of the covenants and agreements of this Agreement to be performed by the Applicant (unless notwithstanding a transfer or assignment of the Applicant's rights and interest hereunder, such covenants and agreements are to remain those of the Applicant); and
- (c) the Applicant shall deliver to the BPDA prior to or promptly after such transfer or assignment, a copy of the instrument or instruments evidencing any such assignment to and assumption by the successor or assignee.

Notwithstanding the foregoing, the provisions of this Section shall not be applicable to any pledge, financing, or refinancing of all or any portion of the Block L-4 Project or the Applicant's interest therein, or the creation of a commercial condominium regime at the Project Site.

3. Liability. The liability of the Applicant or its successors or assigns (including, without limitation, mortgagees or lenders) arising under this Agreement shall be limited solely to the interests of the Applicant in the Project Site, and no manager, member, officer, director or employee of the Applicant, or of their respective successors or assigns, or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal or individual liability with respect to any obligation or liability hereunder, nor shall such person or entity be answerable or liable hereunder in any equitable proceeding or order beyond the extent of its interest in the Project Site. No holder of a mortgage on all or any portion of the Project Site, as the case may be, shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of the Applicant hereunder unless and until such holder acquires title to the Project Site by foreclosure or deed in lieu of foreclosure and, if the Block L-4 Project has not yet been constructed, pursues the completion of such project in accordance with the provisions of this Agreement. The Applicant shall be liable hereunder only for matters occurring or claims arising during its ownership of the Project Site.

4. Notices. All notices and other communications required or permitted under this Agreement must be in writing, signed by a duly authorized officer or representative of the BPDA or the Applicant, as the case may be, and shall be (i) hand delivered, (ii) delivered by nationally recognized overnight delivery service, or (iii) mailed by certified or registered mail, return

receipt requested, postage prepaid, to the Parties at the following addresses or such other addresses as each may have specified to the other by such a notice:

BPDA: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attention: Director

With a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attention: General Counsel

Applicant: Seaport L-4 Title Holder LLC
c/o WS Asset Management, Inc.
33 Boylston Street, Suite 3000
Boston, MA 02467
Attention: Richard A. Marks

With a copy to: WS Asset Management, Inc.
33 Boylston Street, Suite 3000
Chestnut Hill, MA 02467
Attention: Yanni Tsipis

and:

Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02210
Attention: Peter N. Kochansky, Esq.

Any such notice shall be deemed to have been given on the date received or refused during normal business hours.

5. BPDA Approval. Whenever the consent or approval of the BPDA is required hereunder, under the Development Review Guidelines, or otherwise in connection with the development of the Block L-4 Project, such consent or approval shall not be unreasonably delayed, conditioned or withheld, nor shall it be made contingent upon or structured so as to require, directly or indirectly, the payment of any fee or charge by the Applicant or any other

interested party. Wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the BPDA or shall be done and performed to the BPDA's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of similar size, location and complexity shall be used by the BPDA in determining the adequacy and sufficiency of the Applicant's performance. Any request for approvals made to the BPDA by the Applicant where such approvals shall be deemed granted after a period of non-reply by the BPDA shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

"NOTICE

**THIS REQUEST FOR APPROVAL REQUIRES A PROMPT RESPONSE FROM
THE BOSTON REDEVELOPMENT AUTHORITY. THE FAILURE
TO RESPOND WITHIN [BUSINESS] DAYS SHALL RESULT
IN AN AUTOMATIC APPROVAL."**

6. Certificate of Status of Agreement. The BPDA shall, within fifteen (15) business days after a written request therefor by the Applicant or any mortgagee of the Project Site or any portion thereof, or any other lender providing financing for the Block L-4 Project, provide a certificate in writing, as requested or applicable, that this Agreement or any particular section hereof specified by the requesting party is in full force and effect and unmodified, or in what respects this Agreement is no longer in force or effect or has been modified, that the Applicant is in compliance with this Agreement or any particular section hereof specified by the requesting party, or in what respects there is noncompliance, or as to any other matter reasonably related to the Block L-4 Project, the Project Site, or this Agreement which the requesting party may

reasonably request of the BPDA. The Applicant or such mortgagee, as well as any other lender providing financing for the Block L-4 Project, may rely on such certificate issued by the BPDA.

7. Authority of Director of BPDA. The BPDA has authorized the Director of the BPDA to take any action hereunder or in connection with the Block L-4 Project on behalf of the BPDA (including, without limitation, the granting of consents or approvals and the execution and delivery of certificates and agreements hereunder or under the Development Review Guidelines, except for the issuance of a Certification of Completion pursuant to Section C.6 of this Cooperation Agreement, which shall be subject to approval by the BPDA), and any action so taken shall be binding upon the BPDA.

8. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be determined to be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

9. Governing Law. This Agreement shall be governed and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

10. Amendments. This Agreement may be amended only by a written instrument signed by the Parties.

11. Business Days. As used herein, the term “Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in Suffolk County, Commonwealth of Massachusetts.

12. Term. This Agreement shall expire ten (10) years from the date hereof, and the provisions herein shall be void and null as of such date of expiration.

13. Execution in Counterparts/Multiple Originals. This Agreement may be executed in counterparts. Both such counterparts shall be deemed to be originals and together, shall constitute but one and the same instrument. The Parties have agreed to execute multiple original copies of this Agreement.

14. Enforcement. It is the intention of the Parties that the provisions of this Agreement may be enforced only by the Parties, and that no other person or persons shall be authorized to undertake any action to enforce any provisions hereof without the prior written consent of the Parties.

15. Recitals. The recitals set forth on pages 1-5 hereof are incorporated herein by reference, as if fully re-stated herein.


16. Construction of the Block L-4 Project. Neither the Applicant nor any mortgagee that takes title to the Project Site shall have any liability hereunder unless and until it undertakes construction of the Block L-4 Project.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as an instrument under seal in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY
d/b/a Boston Planning & Development Agency

E. Renee LeFevre
Renee E. LeFevre, Esq.
General Counsel 

By: Brian P. Golden
Brian P. Golden
Director

SEAPORT L-4 TITLE HOLDER LLC,
a Delaware limited liability company

By: Daniel B. Preysman
Name: Daniel B. Preysman
Title: Authorized Real Property Signatory
As Authorized Representative of, and on
behalf of each of its Members

Exhibits:

- Exhibit A: Legal Description of Project Site
- Exhibit B: PAD and NPC Determination

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

CONSOLIDATED PARCEL L4

A PARCEL OF LAND LOCATED IN THE CITY OF BOSTON, COUNTY OF SUFFOLK, COMMONWEALTH OF MASSACHUSETTS, BEING SHOWN AS CONSOLIDATED PARCEL L4 ON A PLAN ENTITLED, "PARCEL L4 CONSOLIDATION PLAN, SEAPORT BLOCK L, CONGRESS STREET, BOSTON, MA" PREPARED BY NITSCH ENGINEERING, DATED SEPTEMBER 5, 2018, RECORDED AT THE SUFFOLK REGISTRY OF DEEDS IN PLAN BOOK _____, PAGE _____ (THE "CONSOLIDATION PLAN"), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

HAVING A REMOTE POINT OF BEGINNING AT A STONE BOUND WITH PIN IN LEAD ON THE WESTERLY LINE OF EAST SERVICE ROAD, HAVING STATE PLANE COORDINATES OF
N 2,952,696.6804 E 779,082.0329:

THENCE N 29°40'19" E, A DISTANCE OF 59.79 FEET CONTIGUOUS WITH SAID WESTERLY SIDELINE OF EAST SERVICE ROAD TO THE POINT OF BEGINNING OF SAID "CONSOLIDATED PARCEL L4", HAVING STATE PLANE COORDINATES OF N 2,952,748.6345 E 779,111.6333;

THENCE N60°32'48"W A DISTANCE OF 167.67 FEET TO A POINT;

THENCE S29°27'35"W A DISTANCE OF 19.74 FEET TO A POINT;

THENCE N60°32'24"W A DISTANCE OF 105.51 FEET TO A POINT, HAVING STATE PLANE COORDINATES OF N 2,952,865.7832 E 778,864.0565;

THENCE N29°27'36"E A DISTANCE OF 135.53 FEET TO A POINT;

THENCE S60°29'47"E A DISTANCE OF 29.31 FEET TO A POINT;

THENCE N29°27'12"E A DISTANCE OF 174.74 FEET TO A POINT IN THE SOUTHERLY SIDELINE OF AUTUMN LANE, HAVING STATE PLANE COORDINATES OF N 2,953,121.5114
E 779,042.1404;

S60°32'36"E A DISTANCE OF 244.97 FEET CONTIGUOUS WITH SAID SOUTHERLY SIDELINE OF AUTUMN LANE TO A POINT IN THE WESTERLY SIDELINE OF EAST SERVICE ROAD, HAVING STATE PLANE COORDINATES OF N 2,953,001.0443 E 779,255.4416;

THENCE S 29°40'19" W, A DISTANCE OF 290.50 FEET CONTIGUOUS WITH SAID WESTERLY SIDELINE OF EAST SERVICE ROAD TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 76,481 SQUARE FEET MORE OR LESS.

EXHIBIT B

PAD AND NPC DETERMINATION

[See attached.]

November 19, 2010

Mr. John B. Hynes
Boston Global Investors
One Post Office Square
Suite 3150
Boston, MA 02109

Re: Preliminary Adequacy Determination Waiving Further Review
Seaport Square
Boston, Massachusetts

Dear Mr. Hynes:

Please be advised that on September 21, 2010 the Boston Redevelopment Authority ("BRA") Board voted its authorization for the Director to issue a Preliminary Adequacy Determination under Section 80B-5.4(c)(iv) of the Boston Zoning Code (the "Code") which (i) finds that the Draft Project Impact Report ("DPIR") adequately describes the potential impacts arising from the proposed Seaport Square project and provides sufficient mitigation measures to minimize these impacts and (ii) waives further review of the project under subsection 4 of Section 80B-5 of the Code, subject to continuing design review by the BRA. MS Boston Seaport, L.L.C. (the "Proponent") proposes the construction of up to 22 new buildings (not including park pavilions and MBTA headhouses), and devoting approximately 37% (approximately 8.6 acres) of the site owned by the Proponent, to sidewalks and open space (the "Proposed Project"). The Proposed Project includes up to 6,335,200 square feet of residential, retail, office, hotel, innovation, civic and cultural uses, as well as approximately 6,375 below-grade parking spaces. Such uses include approximately 1,250,000 gross square feet of retail and entertainment uses; 2,840,000 gross square feet of residential uses; 1,145,000 gross square feet of office and research uses; 860,000 gross square feet of hotel uses and approximately 243,000 gross square feet of cultural uses. Most buildings will include retail, restaurant, entertainment, innovation space, or other active uses at the street level and the project site will have a floor area ratio of up to 6.3. The Proposed Project consists of buildings ranging in maximum building height from approximately 24 feet to 270 feet.

Pursuant to the September 21, 2010 vote by the BRA, I hereby issue to you, this Preliminary Adequacy Determination waiving further review under Section 80B-5.4(c)(iv) of the Code in connection with the Proposed Project which (i) finds that the ~~DPIR adequately describe the potential impacts arising from the Proposed Project and~~

provide sufficient mitigation measures to minimize the impacts and (ii) waives further review of the Proposed Project under subsections 4 of Section 80B-5 of the Code, subject to continuing design review by the BRA.

This Preliminary Adequacy Determination waiving further review shall not become final until nineteen (19) days after the date hereof. I hereby invite the public to comment on the conditions the BRA requires in this Preliminary Adequacy Determination for the mitigation of the Proposed Project's impacts. Such comments must be submitted in writing to the BRA within fourteen (14) days hereof and must be based on significant new information not submitted during the public comment period or scoping session required by Section 80B-5.4(b) and (c) of the Code. The BRA shall consider any comments received and may modify this Preliminary Adequacy Determination to add, delete, or modify the conditions set forth therein, provided that any such changes shall be made no later than the date on which the Preliminary Adequacy Determination becomes final.

Sincerely,



John F. Palmieri

Director



November 1, 2018

Mr. Jeremy Sclar
Mr. Richard A. Marks
Seaport Square Development Company LLC
c/o WS Development
Chestnut Hill, MA 02467

Re: Notice of Project Change - Determination Waiving Further Review
Seaport Square Project, South Boston

Dear Messrs. Sclar and Marks:

Please be advised that on November 16, 2017, the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency ("BPDA") Board authorized the Director of the BPDA to issue a Determination waiving the requirement of further review of the Notice of Project Change for the Seaport Square Project pursuant to Section 80A-6.2 of the Boston Zoning Code (the "Code"), and to approve the NPC Project (defined below) as a Development Impact Project. This Determination finds that the Notice of Project Change dated February 7, 2017, submitted by Seaport Square Development Company LLC and its affiliates (the "Proponent") as supplemented by the Supplemental Impact Report (the Notice of Project Change and the Supplemental Impact Report collectively, the "NPC") adequately describes the impacts of the changes proposed to the previously-approved Seaport Square Project.

The Seaport Square Project site (the "Project Site") consists of approximately 23 acres of land, defined by an L-shaped series of development blocks and generally bounded by Northern Avenue and Seaport Boulevard (between Old Sleeper Street and Pier 4 Boulevard) and by Stillings Street, Boston Wharf Road, East Service Road and Pier 4 Boulevard and B Street (between Seaport Boulevard and Summer Street). In 2010, the Seaport Square Project received approval for the construction of approximately 6,335,200 square feet of Gross Floor Area of mixed uses from the BPDA under Article 80B of the Code (the "Code"). The City of Boston Zoning Commission (the "BZC") approved a Planned Development Area Development Plan for Planned Development Area No. 78 on October 13, 2010 (the "Original PDA Plan"), which has since been amended six times (as amended, the "Amended PDA Plan"). The area governed by the



Amended PDA Plan, which includes publicly-owned streets and other land, is approximately 1,444,765 square feet (approximately 33 acres). As described in the Amended PDA Plan, for development purposes the Seaport Square Project has been divided into lettered blocks (each a “Block”). The NPC Project will be developed in phases; each Block, Block grouping, building or group of buildings is referred to as a “Project Component.” The project described in the Amended PDA Plan is referred to herein as the “Original Project”.

Following the adoption of the Original PDA Plan, the Proponent’s predecessor-in-interest MS Boston Seaport, L.L.C. (the “Original Proponent”) constructed a number of public realm improvements (known as “Early Action Public Benefits” in the Amended PDA Plan), and conveyed Block A, Blocks B and C, Block H, Block K, Block J, Block L1, Block L2, and Blocks M1 and M2 (collectively the “Developed Blocks”) to third party developers for the development of such Blocks.

Seaport Square Development Company LLC and its affiliates (the “Proponent”) acquired the undeveloped Blocks and certain open space parcels within the Seaport Square Project in October 2015, and proposed an updated and enhanced vision for the district, detailed in the NPC. The Proponent filed an Amended and Restated Planned Development Area Plan for Planned Development Area No. 78 (the “PDA Plan”) on September 15, 2017.

The project described in the NPC, proposes to develop approximately 13 acres of land comprising approximately nine individual building sites currently owned by the Proponent and its affiliates (the “NPC Project Site”) which remain occupied largely by surface parking lots, or, in the case of Blocks F and Q, are developed or partially developed but are the subject of certain changes as described in the NPC (the “NPC Project”). The Blocks that are the subject of the NPC are Blocks D, F, G, L3-L6, N, P, and Q (the “NPC Blocks”). The term “Overall Project” shall be used herein to describe the totality of the structures and other improvements within the Seaport Square Project, already completed or currently underway as part of the Original Project (the Developed Blocks), in addition to those planned as part of the NPC Project.

The NPC proposed an increase to the Project Site area from approximately 1,008,370 square feet to approximately 1,023,396 square feet to encompass a larger air rights parcel adjacent to Block P that the Proponent is in the process of acquiring from MassDOT. The PDA Plan area, as described in the Map Amendment and the PDA Plan, will increase from approximately 1,444,765 square feet to approximately 1,460,572 square feet. The PDA Plan, which was approved by the BZC on December 13, 2017 and



effective that same date, supersedes the Original PDA Plan to allow changes to the NPC Blocks, as well as modifications and enhancements to the public realm improvements and public benefits to be provided in conjunction with the development of the NPC Blocks. The changes described in the PDA Plan allow an increase in the total Gross Floor Area of the Overall Project from 6,335,200 square feet to 7,723,110 square feet, which would include approximately 3.2 million square feet of residential uses, 2.8 million square feet of office/research/innovation uses, 1.1 million square feet of retail/entertainment/performing arts uses, 480,000 square feet of hotel uses, 19,700 square feet of civic uses, as well as cultural/community uses. The Overall Project will include up to approximately 5,500 underground parking spaces, reduced from approximately 6,375 spaces in the Original Project, and approximately 200 on-street parking spaces.

Pursuant to the November 16, 2017 vote by the BPDA, I hereby issue this NPC Determination waiving further review under Section 80A-6 of the Code in connection with the NPC Project, subject to continuing design review by the BPDA, and approve the NPC Project as a Development Impact Project.

Sincerely,

A handwritten signature in black ink that reads "Brian P. Golden".

Brian P. Golden
Director